

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND  
BALTIMORE DIVISION

DIANNA KAY BURKINDINE

**JURY TRIAL**

Plaintiff,

V

CIVIL ACTION NO.

CASTLE AUTOMOTIVE, LLC  
DBA CASTLE TOYOTA SCION

Defendant.

COMPLAINT

FIRST COUNT:

1. This is an action for a declaratory judgement, a permanent injunction and damages for violation of The Truth In Lending Act, 15 U.S.C. § 1601 et seq., and for violation of the Md. Ann. Code Commercial Law Consumer Practices Act § 13-105 et seq. and for violation of the Md. Ann. Code Commercial Law Credit Grantor Closed End Credit § 12- 1001, et seq.

2. Jurisdiction is conferred on this Court by 15 U.S.C. § 1640(e) and 28 U.S.C. §§ 1331 and 1367.

3. Plaintiff is a resident of 5 Bowman Road, Churchville, MD 21028.

4. Defendant Castle Automotive, LLC, d/b/a Castle Toyota Scion hereinafter referred to as (CAL) is a domestic corporation with a place of business at 6007 Eastern

Avenue, Baltimore, MD 21224.

5. At all times herein defendant CAL in the ordinary course of business regularly extended consumer credit that was payable in more than four installments.

6. Defendant is a creditor within the meaning of 15 U.S.C. § 1601, et seq. and regulations promulgated thereunder.

7. On or about January 17, 2008 plaintiff entered into a consumer credit transaction with defendant CAL to buy a car for personal, family or household use.

8. Defendant failed to provide accurate closed-end disclosures as required by 15 U.S.C. § 1601 et seq., and the regulations thereunder at or prior to consummation of the transaction.

9. Defendant failed to provide accurate disclosures pursuant to Reg. Z, 12 CFR part 226, prior to consummation of the contract.

10. Defendant CAL charged plaintiff fees in excess of the allowed fees set by Maryland Motor Vehicle Administration ("MVA").

11. Plaintiff has suffered and will suffer severe monetary loss as a result of defendant's actions.

SECOND COUNT:

12. The allegations of paragraph no. 7, of the First Count are repeated as if fully set forth herein.

13. Defendant CAL charged plaintiff government fees in excess of fees authorized by the MVA in violation of Md. Ann. Code Commercial Law Credit Grantor Closed End

Credit § 12-1001 et seq.,

14. Plaintiff has suffered and will suffer severe monetary loss as a result of defendant's actions.

THIRD COUNT:

15. The allegations of paragraph no. 7 of the First Count are repeated as if fully set forth herein.

16. Defendant committed one or more unfair or deceptive acts or practices in violation of the Md. Consumer Protection Act § 13-105 et seq., including, but not limited to: failing to disclose to plaintiff accurate financial terms of the transaction and charging the plaintiff government fees in excess of those allowed by it.

17. Plaintiff has suffered and will suffer monetary loss, embarrassment and inconvenience as a result of defendant's actions.

WHEREFORE, it is respectfully prayed that this Court:

1. Award plaintiff statutory damages of twice the finance charge, actual damages, costs and a reasonable attorney's fee on Count I.
2. Award plaintiff statutory damages and actual damages for violation of the Md Ann. Code Commercial Law Creditor Grantor Closed End Credit on Count II.
3. Award plaintiff actual damages and attorney's fees for Violation of the Md. Ann. Consumer Protection Act on Count III.
4. Award such other or further relief, as the Court deems just or equitable.

THE PLAINTIFF

BY \_\_\_\_\_

Bernard T. Kennedy, Esquire  
207 Miles River Court  
Odenton, MD 21113  
Ph (410) 305-4000  
Fax (410) 305-4005  
Fed. Bar # Md26843